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RED WOLF LOGISTICS, LLC.
217 N. DE COSTA STREET
FT. WORTH, TX 76111



LENTO LAW GROUP, P.C.
 JOSEPH D. LENTO, ESQUIRE
 ATTORNEY ID: 013252008
 3000 ATRIUM WAY – SUITE 200
 MOUNT LAUREL, NEW JERSEY 08054
 (T) (856) 652-2000
 (F) (856) 375-1010
jdvento@lentolawgroup.com
 Attorney for Plaintiff, BMW Auto Sales, Inc.

BMW AUTO SALES, INC.

Plaintiff

v.

RED WOLF LOGISTICS, LLC, JOHN DOES
 1-10 (fictitious names), and ABC BUSINESS
 ENTITIES 1-10 (fictitious entities), j/s/a

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
 ATLANTIC COUNTY
 LAW DIVISION-SPECIAL CIVIL

DOCKET NO.: ATL-DC-

CIVIL ACTION

COMPLAINT

Plaintiff, BMW AUTO SALES, INC. with an address of 309 E. White Horse Pike, City of Galloway, County of Atlantic, and State of New Jersey, by way of Complaint against the Defendants, RED WOLF LOGISTICS, LLC, JOHN DOES 1-10 and ABC BUSINESS ENTITIES 1-10, hereby states:

PARTIES, JURISDICTION, & VENUE

1. At all times relevant herein, Plaintiff BMW AUTO SALES, INC. is a domestic for-profit corporation within the State of Delaware and incorporated under the laws of said State, with a corporate headquarters located at 2860 Ogletown Road, Building 3, Newark, Delaware 19713, but with a principal place of business located at TMX Finance at 309 E. White Horse Pike, Galloway, New Jersey 08205, and with a registered agent for service of process being Vladimir Senko servable at the same Galloway address.

2. At all times relevant herein, Defendant RED WOLF LOGISTICS, LLC is, upon information and belief, a domestic limited liability company within the State of Texas and organized under the laws of said State, with a principal place of business believed to be 217 N. De Costa Street, Fort Worth, Texas 76111, and with a registered agent for service of process believed to be United States Corporation Agents, Inc. with a registered office for service of process believed to be located at 9900 Spectrum Drive, Austin, Texas 78717.

3. At all times relevant herein, Defendants, JOHN DOES 1-10 (fictitious names) and ABC BUSINESS ENTITIES 1-10 (fictitious entities), are believed to be individuals or entities whose actions or omissions contributed in some relevant and material way to the causes of action complained of herein. Plaintiff does not presently know the true identities of these Defendants, but will seek leave to amend the Complaint to properly name these Defendants after conducting discovery, should the need arise.

4. Jurisdiction is proper as Plaintiff has a principal place of business located within Atlantic County, New Jersey and venue is proper in Atlantic County Superior Court, Law Division, Special Civil Part, as per R. 6:1-2 and R. 6:1-3.

GENERAL ALLEGATIONS

5. Plaintiff, BWM AUTO SALES, INC. purchased a 2020 Ford Explorer ST (the "Vehicle") from Copart Auto Auction located at 505 Idlewild Road, Grand Prairie, Texas 75051 on or about May 9, 2021.

6. Defendant RED WOLF LOGISTICS, LLC, is an automotive transport trucking company and Motor Property Common Carrier operating under US DOT No. 3526663 and MC Operating Authority No. MC01172526.

7. On or about May 13, 2021, Defendant RED WOLF LOGISTICS, LLC, picked up the Vehicle from the Copart auction yard such that it could be transported to its intended destination at 9100 Galveston Road, Suite 5, Houston, Texas 77034.
8. The condition of the Vehicle, pre-pick up, was excellent, however, upon delivery of the Vehicle at said destination, however, the Vehicle was found to be severely damaged, with damage to the hood, front fender, and both front doors.
9. Following an inspection of the damages by Plaintiff's insurance company on or about May 24, 2021, Plaintiff was provided with a quote for the estimated cost of repairs to the Vehicle, totaling \$3,266.69 after tax. Find this quote annexed hereto as **EXHIBIT "A"**.
10. Despite reasonable efforts by Plaintiff to amicably resolve this dispute with Defendant RED WOLF LOGISTICS, LLC, Defendant has, thus far, refused to reasonably negotiate with Plaintiff and settle Plaintiff's claim for damages arising from Defendant's conduct as alleged.
11. As a direct result of Defendant's unwillingness to amicably resolve this matter, Plaintiff has been forced to incur legal fees in connection with the instant litigation.

COUNT ONE
PROFESSIONAL NEGLIGENCE
As to Defendant Red Wolf Logistics, LLC

12. Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.
13. Defendant RED WOLF LOGISTICS, LLC holds itself out to the public as a professional automotive transport company and specifically a Motor Property Common Carrier.
14. As such, Defendant owes a heightened duty of care to the public in the conduct of its business operations.

15. Defendant has breached this duty of care with respect to the Plaintiff in that it failed to take due care in its execution of the automotive transport services Plaintiff contracted for.

16. But-for the failure to Defendant to exercise due care in the execution of the contracted-for automotive transport service, the damage incurred to Plaintiff's Vehicle would not have resulted.

17. It is reasonably foreseeable that Plaintiff or another such customer could incur damages as a result of a Motor Property Common Carrier's inattentive or careless manner of transport.

18. Therefore, the failure of Defendant RED WOLF LOGISTICS, LLC to exercise due care commensurate with the heightened duty of a common carrier while undertaking the automotive transport services Plaintiff contracted for, was both the actual and proximate cause of Plaintiff's damages.

WHEREFORE, Plaintiff BWM AUTO SALES, INC. demands judgment against the Defendant RED WOLF LOGISTICS, LLC, for general, compensatory, and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

COUNT TWO
BREACH OF CONTRACT
As to Defendant Red Wolf Logistics, LLC

19. Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.

20. Plaintiff contracted with Defendant RED WOLF LOGISTICS, LLC as alleged above for Defendant's automotive transport services.

21. Generally, Plaintiff contracted with Defendant such that Defendant would perform automotive transport of Plaintiff's Vehicle and that Plaintiff's Vehicle would arrive at its destination in reasonably the same condition it was in upon being picked up by Defendant.

22. Defendant breached this contract with the Plaintiff, however, in that Defendant failed to perform under the contract, specifically, through its failure to deliver the Vehicle without being damaged by Defendant in transport, as Plaintiff had bargained for.

23. As a result of Defendant's failure to perform under its contract with Plaintiff, Plaintiff sustained damages in that Plaintiff's Vehicle was damaged by Defendant's actions, causing Plaintiff to incur damages as alleged.

WHEREFORE, Plaintiff BWM AUTO SALES, INC. demands judgment against the Defendant RED WOLF LOGISTICS, LLC, for general, compensatory, and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

COUNT THREE
CONSUMER FRAUD
As to Defendant Red Wolf Logistics, LLC

24. Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.

25. The types of services promised to Plaintiff by Defendant RED WOLF LOGISTICS, LLC are “merchandise” within the scope of the New Jersey Consumer Fraud Act, codified at N.J.S.A. 56:8-1 et seq., as defined at N.J.S.A. 56:8-1(c).

26. By engaging in the conduct as alleged above, Defendant has committed unconscionable commercial practices, deception, fraud, falsity, and/or misrepresentation in connection with the false representations and deceptive practices of the Defendant as described, in violation of the New Jersey Consumer Fraud Act.

27. Specifically, on the “About” tab of its company Facebook page, Defendant RED WOLF LOGISTICS, LLC advertises to the public the following:

Red Wolf Logistics, LLC was founded in 2020. Extensive research and strategic planning paired with our knowledge of logistics, trucking, and customer service led us to build this company. As a potential leader in the trucking industry, we pride ourselves on being a family based business that strives for prompt and personalized service. Every carrier we partner with trusts our ability to transport their items in an efficient and timely manner. Our standards and expectations allow us to provide secure transportation, unmatched customer service, and exponential annual growth.

28. Based upon this representation of Defendant RED WOLF LOGISTICS, LLC and others, of both an explicit and implicit nature, Plaintiff was reasonably induced into believing that Defendant, as an authorized Motor Property Common Carrier, was capable of performing the automotive transport services Plaintiff sought to be performed, and further, and that Defendant could provide such services in a professional manner so as to not damage Plaintiff's Vehicle in transport.

29. As a result of these false, misleading, and/or deceptive representations of the Defendant as alleged, Plaintiff has suffered an ascertainable monetary loss.

30. As an additional result of the actions and/or omissions of the Defendant, Plaintiff has been forced to incur legal fees in connection with recovering the monetary damages it has sustained.

WHEREFORE, Plaintiff BWM AUTO SALES, INC. demands judgment against the Defendant RED WOLF LOGISTICS, LLC, for general, compensatory, and treble damages pursuant to N.J.S.A. 56:8-19, together with punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

COUNT FOUR

FICTITIOUS INDIVIDUALS AND ENTITIES

As to Defendants JOHN DOES 1-10 and ABC BUSINESS ENTITIES 1-10

31. Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.

32. At all times relevant to this action, Defendants JOHN DOES 1-10 and ABC BUSINESS ENTITIES 1-10, are fictitious names for Defendants and entities whose identities are unknown at present, but who constitute persons, partnerships, joint ventures, corporations, associations, or other forms of private business entities, the identities of which are unknown at present, but who participated in the tortious actions of Defendants described herein, whether by way of their negligent failure to supervise, negligent failure to instruct and counsel, negligent participation in the acts complained of, agents, betterers or co-conspirators, and in other ways as yet undetermined.

33. As a direct and proximate results of the negligence and/or tortious conduct of Defendants JOHN DOES 1-10 and ABC ENTITIES 1-10, Plaintiff has been caused to suffer, and in fact did suffer, significant damages.

34. Plaintiff alleges an insufficient opportunity to determine the identity of all individuals or business entities whose actions or omissions may be potentially responsible in whole or in part for the damages incurred by Plaintiff.

35. As such, Plaintiff specifically reserves the right to name additional individuals or entities as Defendants to this action, when and if their identities become known to Plaintiff.

WHEREFORE, Plaintiff BWM AUTO SALES, INC. demands judgment against the Defendants JOHN DOES 1-10 and ABC ENTITIES 1-10, for general, compensatory, and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

CERTIFICATION PURSUANT TO RULE 1:38-7

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify that to the best of my information, knowledge, and belief that the matter in controversy is not the subject of any other actions pending in any other court or other pending arbitration proceedings, that no other action or arbitration is contemplated, and I am not aware of any other person who should be joined in this matter.

CERTIFICATION OF NOTICE

I certify, pursuant to N.J.S.A. 56:8-20, Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General located at:

Division of Consumer Affairs
Office of the Attorney General
P.O. Box 45025
Newark, New Jersey 07101

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully Submitted,

LENTO LAW GROUP, P.C.



Dated: June 27, 2021

By:

JOSEPH D. LENTO, ESQUIRE
ATTORNEY ID: 013252008
Attorney for Plaintiff



Court's Address and Phone Number:
 ATLANTIC Special Civil Part
 1201 BACHARACH BOULEVARD
 ATLANTIC CITY, NJ 08401-0000
 609-402-0100

Superior Court of New Jersey
Law Division, Special Civil Part
ATLANTIC County
 Docket No: ATL-DC-003454-21
Civil Action
CONTRACT DISPUTE

YOU ARE BEING SUED!

Person or Business Suing You (Plaintiff)
 BMW AUTO SALES, INC.

Plaintiff's Attorney Information
 JOSEPH D LENTO
 LENTO LAW GROUP, P.C.
 3000 ATRIUM WAY STE 200
 MT LAUREL, NJ 08054-0000
 856-652-2000

Person or Business Being Sued (Defendant)
 RED WOLF LOGISTICS, LLC.

The Person or Business Suing You Claims You Owe the Following:

Demand Amount	\$15000.00
Filing Fee	\$75.00
Service Fee	\$7.00
Attorney's Fees	\$0.00
TOTAL	\$15082.00

FOR JUDICIARY USE ONLY

In the attached complaint, the person or business suing you briefly tells the court his or her version of the facts of the case and how much money he or she claims you owe. **If you do not answer the complaint, you may lose the case automatically and the court may give the plaintiff what the plaintiff is asking for, plus interest and court costs. You have 35 days from the date of service to file your answer or a signed agreement.** If a judgment is entered against you, a Special Civil Part Officer may seize your money, wages or personal property to pay all or part of the judgment. The judgment is valid for 20 years.

IF YOU DISAGREE WITH THE PLAINTIFF'S CLAIMS, A WRITTEN ANSWER OR SIGNED AGREEMENT MUST BE RECEIVED BY THE COURT ABOVE, ON OR BEFORE 08/09/2021, OR THE COURT MAY RULE AGAINST YOU. IF YOU DISAGREE WITH THE PLAINTIFF, YOU MUST DO ONE OR BOTH OF THE FOLLOWING:

- Answer the complaint.** An answer form that will explain how to respond to the complaint is available at any of the New Jersey Special Civil Part Offices or on the Judiciary's Internet site njcourts.gov under the section for Forms. If you decide to file an answer to the complaint made against you:
 - Fill out the Answer form AND pay the applicable filing fee by check or money order payable to: *Treasurer, State of New Jersey*. Include ATL-DC-003454-21 (your Docket Number) on the check.
 - Mail or hand deliver the completed Answer form and the check or money order to the court's address listed above.
 - Hand deliver or send by regular mail a copy of the completed Answer form to the plaintiff's attorney. If the plaintiff does not have an attorney, send your completed answer form to the plaintiff by regular and certified mail. This MUST be done at the same time you file your Answer with the court on or before **08/09/2021**.
- Resolve the dispute.** Contact the plaintiff's attorney, or contact the plaintiff if the plaintiff does not have an attorney, to resolve this dispute. The plaintiff may agree to accept payment arrangements. If you reach an agreement, mail or hand deliver the **SIGNED** agreement to the court's address listed above on or before **08/09/2021**.

Please Note - You may wish to get an attorney to represent you. If you cannot afford to pay for an attorney, free legal advice may be available by contacting Legal Services at 609-348-4200. If you can afford to pay an attorney but do not know one, you may call the Lawyer Referral Services of your local County Bar Association at 609-345-3444. Notify the court now if you need an interpreter or an accommodation for a disability for any future court appearance.

/s/ Michelle M. Smith

Clerk of the Superior Court



Dirección y teléfono del tribunal
 Parte Civil Especial de ATLANTIC
 1201 BACHARACH BOULEVARD
 ATLANTIC CITY, NJ 08401-0000
 609-402-0100

El Tribunal Superior de Nueva Jersey
División de Derecho, Parte Civil Especial
 Condado de ATLANTIC
 Número del expediente ATL-DC-003454-21
Demanda de Acción Civil
NOTIFICACIÓN DE DEMANDA
CONTRACT DISPUTE

¡LE ESTÁN DEMANDANDO!

Persona o entidad comercial que le está demandando (el demandante)

BMW AUTO SALES, INC.

Información sobre el abogado del demandante

JOSEPH D LENTO
 LENTO LAW GROUP, P.C.
 3000 ATRIUM WAY STE 200
 MT LAUREL, NJ 08054-0000
 856-652-2000

Persona o comercial ser demandada (el demandado)

RED WOLF LOGISTICS, LLC.

La persona o comercial que le está demandando afirma que usted le debe lo siguiente:

Cantidad a la vista	\$15000.00
Tasa judicial	\$75.00
Cargo del emplazamiento	\$7.00
Honorarios del abogado	\$.00
TOTAL	\$15082.00

PARA USO EXCLUSIVO DEL PODER JUDICIAL

En la demanda adjunta la persona o entidad comercial que le está demandando le informa brevemente al juez su versión de los hechos de la causa y la suma de dinero que afirma que usted le debe. **Si usted no responde a la demanda puede perder la causa automáticamente y el juez puede dar al demandante lo que está pidiendo más intereses y los costos legales. Usted tiene 35 días a partir de la fecha del emplazamiento para presentar su respuesta o un acuerdo firmado.** Si se dicta un fallo en su contra, un Oficial de la Parte Civil Especial puede embargar su dinero, sueldo o sus bienes muebles (personales) para pagar todo el fallo o una parte del mismo. El fallo es válido por 20 años.

SI USTED NO ESTÁ DE ACUERDO CON LAS ALEGACIONES DEL DEMANDANTE, EL TRIBUNAL TIENE QUE RECIBIR UNA RESPUESTA POR ESCRITO O UN ACUERDO FIRMADO PARA EL 08/09/2021 O ANTES DE ESA FECHA, O EL JUEZ PUEDE EMITIR UN FALLO EN SU CONTRA. SI USTED NO ESTÁ DE ACUERDO CON EL DEMANDANTE, DEBE HACER UNA DE LAS SIGUIENTES COSAS O LAS DOS:

- 1. Responder a la demanda.** Un formulario de respuesta que le explicará cómo responder a la demanda está disponible en cualquiera de las Oficinas de la Parte Civil Especial de Nueva Jersey o en el sitio Internet del Poder Judicial nycourts.gov bajo la sección de formularios (Forms). Si usted decide presentar una respuesta a la demanda que se hizo en su contra:
 - Llene el formulario de Respuesta Y pague la tasa judicial de presentación que corresponda mediante un cheque o giro bancario o postal acreditable al: "Treasurer, State of New Jersey" (Tesorero del Estado de Nueva Jersey). Incluya ATL-DC-003454-21 (el número de su expediente) en el cheque.
 - Envíe por correo el formulario de Respuesta llenado y el cheque o giro bancario o postal a la dirección del tribunal que figura más arriba, o entréguelos personalmente en dicha dirección.
 - Entregue personalmente o envíe por correo común una copia del formulario de Respuesta llenado al abogado del demandante. Si el demandante no tiene abogado, envíe su formulario de respuesta llenado al demandante por correo común y por correo certificado. Esto SE TIENE que hacer al mismo tiempo que presente su Respuesta al tribunal a más tardar el **08/09/2021**.
- 2. Resolver la disputa.** Comuníquese con el abogado del demandante, o con el demandante si éste no tiene abogado, para resolver esta disputa. El demandante puede estar de acuerdo con aceptar arreglos de pago. **Si llegara a un acuerdo, envíe por correo o entregar personalmente el acuerdo FIRMADO** a la dirección del tribunal que figura más arriba, o entréguelo personalmente en dicha dirección a más tardar el **08/09/2021**.

Nota - Puede que usted quiera conseguir que un abogado para que lo represente. Si usted no puede pagar a un abogado, podría obtener consejos legales gratuitos si se comunica con Legal Services (Servicios Legales) llamando al 609-348-4200. Si usted puede pagar a un abogado, pero no conoce a ninguno, puede llamar al Lawyer Referral Services (Servicios de Recomendación de Abogados) del Colegio de Abogados (Bar Association) de su condado local al 609-345-3444. Notifique al tribunal ahora si usted necesita un intérprete o un arreglo por una discapacidad para cualquier comparecencia futura en el tribunal.

/s/ Michelle M. Smith

Subsecretario(a) del Tribunal Superior